



AGENDA

ASTORIA CITY COUNCIL

November 17, 2014
7:00 p.m.
2nd Floor Council Chambers
1095 Duane Street • Astoria OR 97103

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. REPORTS OF COUNCILORS**
- 4. CHANGES TO AGENDA**
- 5. PRESENTATIONS**
 - (a) Parks CHIP-in Program
- 6. CONSENT CALENDAR**

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

 - (a) City Council Minutes of 10/20/14
 - (b) City Council Special Meeting Minutes of 10/27/14
 - (c) Resolution Appropriating Funds for Street End Grant Match (Finance)
 - (d) Authorization for a Nike, Inc., Grant Application to Provide Fitness Tracking for Astoria Parks and Recreation Wellness Challenge Participants (Parks)
- 7. REGULAR AGENDA ITEMS**
 - (a) Resolution Scheduling Public Hearing regarding Vacation of the 1700 Block of Duane Street (Public Works)
 - (b) Authorization to Solicit Proposals – CSO Monitors (Public Works)
 - (c) Resolution Transferring Public Works Funds and Combined Sewer Overflow (CSO) Monitor Allocation (Finance)
 - (d) Transfer of John Warren Field to Columbia Memorial Hospital (Community Development)
 - (e) 2014 Street End Bridge Repair Project Construction Contract Award (Public Works)
- 8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
 - (a) Change Second Meeting Dates in January and February, 2015 (City Council)
- 9. EXECUTIVE SESSION**
 - (a) ORS 192.660(2)(h) – Legal Counsel

THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.



CITY OF ASTORIA
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November 14, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF NOVEMBER 17, 2014

PRESENTATIONS

Item 5(a): Parks CHIP-in Program

Parks and Recreation Director Angela Cosby will make a presentation reviewing the implementation and first year of the Citizens Helping Improve Parks (CHIP-in) volunteer program and also give a brief overview of next year's scheduled activities.

CONSENT CALENDAR

Item 6(a): City Council Minutes of October 20, 2014

The minutes of the City Council meeting of October 20, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): City Council Special Meeting Minutes of October 27, 2014

The minutes of the City Council meeting of October 20, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(c): Resolution Appropriating Funds for Street End Grant Match (Finance)

At the Council meeting of September 15, 2014 staff presented a grant proposal in the amount of \$8,353,000 from the Oregon Department of Transportation (ODOT) to replace the street end structures between 6th and 11th Streets along the Riverwalk. A provision of the grant is that the City provide a match of \$857,853. The preliminary engineering cost for the project is \$2,006,000. The City's match for this phase of the project is \$206,016. The proposal discussed and accepted at the September 15, 2014 Council meeting is that the City would provide \$206,016 from the Promote Astoria Fund (PAF) to initiate the engineering process and that \$103,008 would be repaid to the PAF from Surface Transportation Funds (STP),

when STP proceeds are available. The PAF budget for FY 2014-15 did not anticipate this expenditure. The attached resolution allocates \$206,020 from the Ending Fund Balance of the PAF to Capital Outlay-Improvements Other than Buildings. The \$206,016 amount has been rounded up for accounting purposes. It is recommended that Council consider approving the attached resolution that allocates \$206,020 of the Promote Astoria Fund (as earlier approved by Council) to the Capital Outlay-Improvements Other than Buildings for the purpose of a grant match for engineering design for the street end structures from 6th to 11th Streets.

Item 6(d): Authorization for a Nike, Inc., Grant Application to Provide Fitness Tracking for Astoria Parks and Recreation Wellness Challenge Participants (Parks)

Nike, Inc., institutes a grant application process for all product donation requests. Nike supports innovative ways to encourage sport as a means to make positive changes in the world. The annual City of Astoria Wellness Challenge program is a nine week program that encourages interested individuals to become active and healthy through fitness and nutrition. Individuals pay \$90 to participate and receive health screenings, exercise and nutrition classes with registered dietitians and fitness experts, as well as prize drawings. 2014's Wellness Challenge had 20 participants. The Parks and Recreation Department is requesting authorization to apply for a Nike product donation of 40 Nike+ Fuelband SEs in the amount of approximately \$3,960. The Fuelbands will allow participants to visibly track their daily steps, track the intensity of their workouts, and enables sleep tracking. It will also allow participants to encourage each other through online forums through Nike+ groups. Astoria Parks and Recreation hopes to receive the grant to encourage even more participation in the Wellness Challenge for 2015. It is recommended that City Council approve the application for the Nike Product Donation of 40 Nike+ Fuelband SE's in the amount of \$3,960.

REGULAR AGENDA ITEMS

Item 7(a): Resolution Scheduling Public Hearing Regarding Vacation of the 1700 Block of Duane Street (Public Works)

On December 2, 2013, the City vacated a portion of the 1700 Block of Duane Street adjacent to the Columbia River Maritime Museum (CRMM) storage area at 1777 Marine Drive. At that time, there was discussion concerning possible vacation of the remaining west portion of Duane Street that is adjacent to the Maritime Texaco Station property at 1701 Marine Drive and the Moose Lodge at 420 17th Street. Subsequently, staff met with representatives of both the Maritime Texaco Station and the Moose Lodge concerning the possible vacation of the portion of Duane Street adjacent to their properties. Both parties expressed interest and have submitted applications to the City.

The proposed vacation would provide the Maritime Texaco Station with a 10' x 100' portion of the street, as previous owners acquired the 20' x 100' section of the street in 1944. The Moose Lodge would acquire a 30' x 100' portion of the right-of-way. Staff has reviewed the request and has determined that the area to be

vacated does not appear to have any future potential as an access route; however, staff believes it would be in the best interest of the City to reserve easement rights on the vacated area for any existing and/or potential future utilities. It is recommended that the City Council adopt the attached resolution of intent to hold a public hearing concerning the potential vacation of a portion of the Duane Street right-of-way.

Item 7(b): Authorization to Solicit Proposals – CSO Monitors (Public Works)

The City of Astoria's Combined Sewer Overflow (CSO) Control Program will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next 8 years, as required by the Oregon Department of Environmental Quality (DEQ). CSO work to date has controlled overflows at 24 of the City's 38 combined sewer outfalls. Phase 4 of the 5-phase CSO Program is currently underway. Phase 4 is scheduled to control 11 outfalls that discharge to the Columbia River. The City is required by the DEQ to monitor outfalls that have been controlled as a result of CSO projects in order to demonstrate compliance with mandated control requirements.

Currently, the City performs CSO compliance monitoring using pressure sensor type monitors. Pressure sensors report the presence and depth of liquid based on the pressure detected by a submerged sensor. This information is recorded on a data logger and transmitted remotely via cell phone transmission to a hosted website. Although the current system of monitoring has been adequate, there are increasing deficiencies, which include inconsistent reliability, escalating staff time for maintenance, and circuit board problems. It is apparent that many of the existing monitors are at the end of their useful life and replacement parts are unavailable because the equipment is obsolete. It is important to replace the monitors to meet regulatory requirements, and equally important to invest in monitors for outfalls that have yet to be controlled for scoping of future projects. Monitor data will be used to calibrate the hydraulic/hydrologic model and give technical experts the best information for developing the most cost effective project scope. The investment in monitors and reliable data now will reduce the cost of projects later because they can be appropriately scoped. The estimated cost of the upgraded flow monitors and accompanying equipment is \$200,000. There are funds budgeted in the Public Works Improvement Fund for this project. It is recommended that Council authorize the solicitation of proposals for CSO monitors including purchase and installation.

Item 7(c): Resolution Transferring Public Works Funds and Combined Sewer Overflow (CSO) Monitors Allocation (Finance)

The CSO monitoring system has been installed location by location over the past 10 years. The monitoring requires devices that transmit data remotely to a hosted website using cell phone technology. AT&T has provided the cell phone service from the beginning of this function. City staff has been informed that AT&T is abandoning its 2G service. A second aspect of the situation is that the current technology is obsolete and replacement parts are not available when devices need

repair. These two factors have led to a need to replace the current system with updated technology. Staff is proposing to allocate \$200,000 of resources in the Public Works Improvement Fund (PWIF) to replace the devices of the current system. The FY 2014-15 budget anticipated a transfer from the Public Works Fund (PWF). The specific amount that could be transferred could not be determined until the end of FY 2013-14. \$400,000 is proposed to be transferred to support the requirements of the PWIF. The PWF supports the day-to-day operations and maintenance of the City's Public Works infrastructure. The PWIF is reserved for major capital repair and replacement of that infrastructure, including debt service on long term improvements. Transfers to the PWIF from the PWF have been made over the years in support of capital needs. The attached resolution transfers \$400,000 of resources from the PWF to the PWIF and allocates \$200,000 of PWIF resources for the purchase of sewer monitoring devices. It is recommended that Council consider adopting the attached resolution that would transfer \$400,000 from the Public Works Fund to the Public Works Improvement Fund and allocates \$200,000 for the purchase the CSO monitor devices.

Item 7(d): Transfer of John Warren Field to Columbia Memorial Hospital (Community Development)

On December 16, 2013, the City entered into a Four Party Agreement with Columbia Memorial Hospital (CMH), Astoria School District, and Recology Western Oregon enabling the construction of the new sports complex at the City's landfill area for the School District, closure of the City's landfill, and transfer of John Warren Field to CMH to facilitate expansion of CMH in that area. Construction of the sports complex was recently completed. The Agreement stipulates that upon satisfactory completion of the sports complex, the City and School District will transfer ownership of John Warren Field to CMH. The Field is currently owned by the School District but includes a "reversionary clause" that states the property reverts to City ownership if the School District no longer uses the property. Therefore, the deed will include signatures of both the City and School District for the transfer. The draft deed has been reviewed by the School District's attorney. The transfer of John Warren Field property is for consideration other than cash as identified in the Agreement and, therefore, there will be no cash payment to the City for the property. The attached Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. It is recommended that the City Council authorize the Mayor to sign the deed transferring ownership of the property located at 1905 Exchange Street to Columbia Memorial Hospital.

Item 7(e): 2014 Street End Bridge Repair Project Construction Contract Award (Public Works)

The City of Astoria has six timber street end structures at the north ends of 6th, 7th, 8th, 9th, 10th and 11th Streets that are inspected annually by the Oregon Department of Transportation (ODOT) Bridge Department. ODOT inspects the structures and makes recommendations for repair that will permit the structures to remain open.

Without the recommended repairs, the structures may be recommended for closure to vehicular traffic by ODOT inspectors. Compliance with the ODOT recommendations has assisted the City in obtaining Federal Bridge replacement funds through the State Transportation Improvement (STIP) program.

The most recent inspections identified repair work needed at 6th, 7th, 8th and 9th Streets. Staff solicited quotes for this work and received the following two responses:

Contractor	Total Quote
Bergerson Construction	\$24,862.00
Columbia Dock Works	\$27,535.00

Staff is recommending a project contingency of \$5,000 for additional work that may be required once repairs are under way. Project cost is estimated to be \$30,000. It is proposed that funds be allocated from the following sources:

- Promote Astoria fund \$15,000
- Streets Division, Public Works Fund \$15,000

It is recommended that Council authorize award of a contract to Bergerson Construction in the amount of \$24,862 for the 2014 Street End Bridge Repair Project.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)

Item 8(a): Change Second Meeting Dates in January and February, 2015 (City Council)

Astoria City Hall will be closed on Monday, January 19, 2015 for Martin Luther King, Jr., Day, and Monday, February 16, 2015 for Presidents' Day; therefore, the second meeting dates in January and February will need to be changed.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(h) – Legal Counsel

The City Council will recess to executive session to consult with counsel concerning legal rights and duties regarding current litigation or litigation like to be filed.



CITY OF ASTORIA

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**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 pm.

Councilors Present: LaMear, Herzig, Warr, Mellin, Mayor Van Dusen

Councilors Excused: None

Staff Present: City Manager Estes, Interim Police Chief Johnston, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Planner Johnson, Library Director Tucker, Public Works Director Cook, Support Engineer Moore, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS:

Item 3(a): Councilor Herzig reported that he had been corresponding with Elizabeth Menetrey and Ray Merit at KMUN. KMUN posts the audio files of Astoria's City Council and Planning Commission meetings on their website. He asked Staff to post a link on the City's website to the KMUN website because it is difficult for some to wait two weeks for the minutes to be sent out, and the minutes are not word for word. He reported that he has heard concerns about the use of crumb rubber at the sports complex, which is made up of ground auto tires and is used as artificial turf in many indoor/outdoor fields. NBC recently ran a story about a possible link between playing sports on crumb rubber and cancer. Tires do contain carcinogens and there is concern that repeated exposure to crumb rubber can expose young people, whose metabolisms absorb substances more quickly, to certain types of cancer. City Staff did some studies on this issue, but their findings were inconclusive. One way of minimizing exposure to crumb rubber is to practice on another surface. Soccer goalkeepers are particularly at risk because they hit the ground a lot. The City needs to be aware of this and should pay attention to the research as it develops. He reported that he would attend the high school activity fair on Tuesday, October 21, 2014, which lasts 30 minutes and takes place in the high school commons. All of the student clubs and community organizations promote their activities to the students at the fair. The Parks Department and Clatsop Animal Assistance will also participate. On Sunday, October 19th, the Lower Columbia Diversity Project (LCDP) hosted a presentation by Dr. Lee Dolan on transgender health care. He was inspired by Dr. Dolan's wisdom, compassion, and humility. On Sunday, October 26th, from 2:00 pm to 4:00 pm, First United Methodist Church will host Cease Fire Oregon and Gunowners for Responsible Ownership to talk about gun policies. He hoped everyone running for City Council would attend because sensible gun policy is a huge issue. He believed this discussion would be an important part of Astoria's future and the City should lead the way on sensible gun policy.

Item 3(b): Councilor Mellin No report.

Item 3(c): Councilor LaMear No report.

Item 3(d): Councilor Warr No report.

Item 3(e): Mayor Van Dusen reported that as of 5:30 pm today, the Astoria School District took ownership of the Columbia Memorial Hospital Athletic Complex. The school district held a meeting at the field. The first athletic event on the field will be this Friday, when Astoria will play football against Banks. City Council has been invited to the ribbon cutting ceremony before the game. Columbia Memorial Hospital Board of Directors, the Astoria School Board, Senator Betsy Johnson, Department of Environmental Quality (DEQ), and Recology will also attend the event. He reminded that the change in ownership is really about cancer treatment. Astoria could not have new hospital facilities if there was no room for expansion. It is wonderful that the school now has a great field as a by-product, but Astoria will have the finest cancer treatment facility of any same-sized city in the country.

City Manager Estes reported that on Friday, October 17th, Police Chief Pete Curzon submitted a notice that he would be retiring, stating his last day would be October 31, 2014. City Manager Estes appointed Deputy Chief Brad Johnson as Interim Police Chief, effective today, allowing for a two-week transition period.

Deputy Chief Johnson said he has worked for the City of Astoria for about 23 years.

Mayor Van Dusen added that Chief Curzon has done a great job for the City and had served as Interim Fire Chief before Chief Ames was hired. He wished Chief Curzon the best.

CHANGES TO AGENDA: No changes.

PRESENTATIONS:

Item 5(a): 16th Street Combined Sewer Overflow (CSO)

The upcoming 15th Street Combined Sewer Separation (CSO) Project mainly consists of the installation of new storm water pipe within the existing roadway infrastructure in established City rights-of-way. It will be necessary to replace existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure.

The scope of the project includes construction in the following locations:

14 th St. from Duane to Lexington	16 th St. from Marine to Lexington
15 th St. from Marine to Irving	17 th St. from Duane to Jerome
Jerome from 14 th St. to 15 th St.	18 th St. from Exchange to Grand
15 th St. from Jerome to Madison	

The design engineers, Gibbs & Olson, have completed the 30 percent design report for this project. The presentation will include an update on the project design. Construction of this project is currently estimated to begin in May 2015.

Engineer Moore, Project Manager, 16th Street CSO Project, introduced Carol Ruiz from Gibbs & Olson and Natalie Perrin from Historical Research Associates, who was dealing with the cultural and historical resources on the CSO project. She noted comments had been received from people about the manhole covers. She explained that the manhole covers for the storm system, shown on the first page, were received before the Denver project and used in that area of the project as well. Prior to getting this design, the only difference between the storm and sewer designs was the number of pick holes, which became problematic, so now the City was using the manhole design shown on Page 1. She briefly described how CSO systems work.

Carol Ruiz, Project Manager, Gibbs & Olson, said that when Gibbs & Olson was first awarded this job, the project was limited to an area between 14th and 18th Streets from about Duane to Jerome and Lexington. A piece of 15th Street from Madison to Jerome has been added to their scope of work due to issues with seepage into the ground water in that area. Historic steps in the area required the work to proceed west on Jerome instead of heading directly to 15th Street. The City has identified approximately 850 feet of sewer line and about 1000 feet of water line that will need to be replaced, with an additional 100 or 200 feet of lines that may need to be replaced as a result of construction. The geotechnical investigation indicated minimal ground movement in the area, so nothing unusual would need to be considered as part of the design. Rock near Irving at 16th and 17th Streets is expected to result in minimal impacts. However, the extent of the rock would not be discovered until the more in-depth vertical design is complete. The contractor may have to be told how to remove the rock properly.

Mayor Van Dusen believed finding rock was normal and asked for more details. Ms. Ruiz explained that rock had to be moved during past installations of water lines in some locations. The geotechnical engineer did not encounter rock during their borings, which were taken from several locations throughout the area. Therefore, the assumption is that the area contains large boulders, not a large basalt mass. Finding pockets of rock could be hit and miss. Rock was not hit during the geotechnical investigation, but this does not mean rock will not be encountered during fieldwork. Some earth ground-truthing was done in an attempt to profile the rock, which indicated two or three places where rock may come close to the surface. However, the majority of rock is about 10 feet or more below the surface. The exact location of rock will not be known until more investigation is complete.

Natalie Perrin, Historical Research Associates (HRA), continued the presentation with details about the archeological and cultural resource issues affecting the project. Astoria is the oldest settlement west of the Rockies, so archeological and cultural resources are everywhere. She displayed a map showing some of the expected issues, pointing out the historic shorelines that have been filled in, the original location of Fort George Fort Astoria, and cemetery sites. HRA has already communicated with the State Historic Preservation Office (SHPO). The City needs to be aware of state laws. At least three archeological sites are adjacent to or within the project area. Prior to construction, an archeological permit will be obtained that will allow any necessary investigations to begin should cultural materials be uncovered. The project will also coordinate with any state or local parties that may be interested in any resources found. A monitoring plan will be developed so that crews will know how to handle these resources when they are discovered. An inadvertent discovery plan will also be developed in case they come across unanticipated resources or issues. The map gives a good idea of what could be encountered, like wood planking and historic fill. This information will be included in the bid document so that the contractor will be fully aware of what needs to happen from a cultural perspective. If there are any discoveries, which are anticipated, the contractor will know how to record the discovery and move on quickly. HRA has discussed streamlining the discovery process with SHPO and it can take 48 hours to document a discovery before work can continue. HRA will monitor in certain high-probability areas because there is a cemetery location within the project boundary. The cemetery was disinterred, but an archeologist will still be onsite in case remains are found.

Engineer Moore added that SHPO said 48 hours to document a discovery was a worst-case scenario. Many discoveries could be documented within a few hours. She displayed the estimated budget for the 30 percent design, which was slightly more than the original funding estimate because the project limits have been expanded. As the design is developed further, Staff will provide additional updates. She did not expect any requests for funding increases until Staff is closer to accepting bids.

Councilor Herzig asked what was meant by 30 percent design. Engineer Moore explained that 30 percent of the design is complete, but the estimated budget does not represent 30 percent of the cost of the total project. The estimated budget reflects 100 percent of the costs.

Engineer Moore said the project is on track with the anticipated schedule. Design work began in June 2014 and Staff expects the design to be complete and bidding to begin in February 2015. Construction is expected to begin in May 2015 and be complete by December 2015. This timeline is similar to the 11th Street CSO project. Hopefully, the project will be complete before December 2015. Staff has been coordinating with SHPO and businesses in the project area to help reduce disturbances to those businesses.

Councilor LaMear said that during some of her meet and greet meetings, she has heard many compliments about how well the Public Works Department has done during the CSO projects. People appreciate that Staff has announced when roads would be closed and have given progress reports.

Councilor Herzig said residents who lived near the last project staging area begged him to say this project would not be in the same staging area. Engineer Moore confirmed this project staging area would be in a different location. Councilor Herzig said there were problems in the past when residents had sidewalks and landscaping altered. He asked if people should take photographs of their landscaping in case restoration needs to be done. Engineer Moore replied yes, this was great advice for property owners. The landscaping disturbances on this project will be minimal compared to the last project, in which 8th Street and all of the sidewalks were rebuilt. This project will not have the same elements, so those same issues should not occur. Staff is also making modifications to some of their specifications to require that landscape restoration is completed by a licensed landscaper.

Councilor Herzig asked why work on one street extended almost all the way to Marine Drive, instead of stopping at Commercial, Duane, or Exchange Streets. Engineer Moore said the work depends on where the existing diversion structure is located. She showed a picture of the location of the weir, noting that the work only goes as far as it needs to based on existing conditions.

Mayor Van Dusen asked for an update on negotiations with the phone company, noting that the City suffered long delays during the last CSO project because of issue with the phone company. Director Cook said City Attorney Henningsgaard has been in contact with Century Link's attorneys. The City disagrees with Century Link's position and has refuted many of their assertions. Negotiations are ongoing. City Attorney Henningsgaard

said if Century Link disagrees with the City, it would be up to City Council to decide if the City should pursue litigation.

Mayor Van Dusen directed Staff to report to City Council on their options. The City lost a lot of money and he did not want to forget about this issue. City Attorney Henningsgaard noted that his last contact with Century Link was about two weeks ago.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 9/15/14
- 6(b) City Council Minutes of 10/6/14
- 6(c) Boards and Commission Minutes
- (1) Historic Landmarks Commission Meeting of 9/16/14
- 6(d) Salary Resolution Establishing Compensation Plan Wage Adjustment for the Astoria Public Safety Association, Public Works Group, and Police Sergeants; Job Title Change for Finance Director; Removal of Temporary Positions in Schedule F-1 (City Manager)
- 6(e) Parks and Recreation Department Status Update**

Councilor LaMear requested Item 6(e) be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Items 6(a) through 6(d) on the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 6(e): Parks and Recreation Department Status Update

Councilor LaMear said the status reports are very complete. For anyone interested in copying the individual report out of the entire agenda packet, the report is on pages 58 through 69. The report contains information about all of the things the Parks and Recreation Department is doing, which is amazing. She encouraged everyone to look at the report. City Manager Estes added the report is also posted on the Parks Department's page of the City website.

At Councilor Herzig's request, Director Cosby read the following paragraph of the report, which was a portion of the parks maintenance update:

"Repaired a broken water line at Tapiola Park, repaired water leak at Fred Lindstrom Park, cleaned up grass and overgrown bush along the Riverwalk behind Englund Marine to west end, removed trash and brush along Riverwalk east end of Maritime Museum, weeded flower beds at 15th Street triangle, weeded flower beds at Fort Astoria Park, trimmed shrubs at Post Office Park, weeded flower beds at Garden of Surging Waves, removed two padlocks placed on the moon gate at the Garden of Surging Waves, met with electrical companies for bids on new lighting at the Aquatic Center, assisted with the Regatta festivities including stage, sound equipment, chairs and tables, power washed two picnic shelters at Shively Park and repainted them, power washed two picnic shelters at Astoria Recreation Center, built and replaced three broken boards and ballards along the Riverwalk, fixed leaning gate at the back of the Parks Department shop, installed new sod at several gravesites at Oceanview Cemetery, assisted with a college class doing a scale drawing of the mausoleum at Oceanview Cemetery."

Councilor Herzig noted this was just one paragraph out of 12 pages about what the Parks Department does, which is incredible.

Mayor Van Dusen asked for an update on the bridge at Mill Pond. City Manager Estes said the project began after City Council approved the contract and work is complete.

Mayor Van Dusen noted no vote was necessary for this item because it was just a status update.

REGULAR AGENDA ITEMS:

Item 7(a): 16th Street CSO Separation Project – Contract Amendment for Design Engineering Services (Public Works)

The upcoming 15th Street Combined Sewer Overflow (CSO) Separation Project primarily consists of the installation of new storm water pipe within the existing roadway infrastructure in established City rights-of-way. It will be necessary to replace existing water and sewer pipe where construction of the new storm pipe compromises the integrity of the existing infrastructure. In June, Council authorized a design engineering contract with Gibbs & Olson to provide a 30 percent design report for this project. The 30 percent design report is complete. The current estimated Construction Cost is \$5,459,855 (which includes 25 percent contingency). Any necessary increase to funding will be requested after further design development.

As discussed in June, the final engineering services were not included in the initial contract with Gibbs & Olson. It was agreed that a final scope and fee for remaining services would be developed near completion of the 30 percent submittal and presented to Council as a Contract Amendment. Gibbs & Olson has prepared a contract amendment in the amount of \$378,800 to complete the final bid documents and bid phase support services. Construction support services are not included in the current contract. A final scope and fee for construction support services will be developed near completion of the design phase and presented to Council as a Contract amendment. Funding for this project is available through the Infrastructure Finance Authority (IFA) financing contract that was authorized by Council in April. It is recommended that Council execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$378,800.00 for design engineering services and bid support services for the 15th Street CSO Separation Project.

Councilor Herzig noted the Agenda packet stated the estimated construction cost was about \$5 million, but the presentation indicated the estimated construction cost would be about \$6 million, which included a 25 percent contingency. He asked if the City already had these funds or if the funds would be borrowed. Director Cook said the City has taken out a loan with the IFA. As work progresses, Gibbs & Olson bills the City, and then the City requests a disbursement from IFA to pay for services. The IFA has given the City a \$500,000 grant as part of the low interest loan package. To serve the debt after the project is complete, the surcharge on the water and sewer bills will be adjusted.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear, to execute a contract amendment with Gibbs & Olson for a total not to exceed amount of \$378,800.00 for design engineering services and bid support services for the 15th Street CSO Separation Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen noted that during the last project, Staff made a good recommendation to rebuild some of the streets since intersections on 8th and 11th Streets would already be dug up. He asked if Staff planned to do the same during this project. Engineer Moore replied yes, the plan is the same for this project. Gibbs & Olson will give Staff their recommendations on which intersections to rebuild, which will be in areas where there are so many pipes that there will be little asphalt left to build from. Those recommendations will be made during the next phases of development.

Item 7(b): Liquor License Application from Stormynight, Inc., Todd and Teresa Robinett, dba Merry Time Bar and Grill at 995 Marine Drive, for a Change of Ownership for a Full On-Premises Sales License (Finance)

A liquor license application has been filed by Stormynight, Inc., doing business as Merry Time Bar & Grill. The site is located at 995 Marine Drive, Astoria and this application will be considered at the October 20, 2014 meeting. The application is a Change of Ownership for a Full On-Premises Sales License. The appropriate departments have reviewed the application. No objections to approval were noted. It is recommended that the City Council consider this application for approval.

Mayor Van Dusen declared that his company sells soft drinks to the establishment, but he believed he could make an objective decision.

Councilor LaMear said she supported the application because the Applicants have had a liquor license in the past and this application is just for a change in ownership.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to approve the application for a Change of Ownership for a Full On-Premises Sales License by Stormynight, Inc., doing business as Merry Time Bar & Grill located at 995 Marine Drive. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(c): Bear Creek Dam Hydroelectric Project – Infrastructure Finance Authority (IFA) Loan Agreement Amendment #1 (Public Works)

The Bear Creek Dam Hydroelectric Project is underway and construction is scheduled to be completed by December 31st of this year. The contractor is currently waiting for the hydroelectric turbine to be manufactured. Once the turbine is received, it will take approximated two to three weeks complete the project. Once construction is complete, the City will need some time to finalize the construction contract, submit a final disbursement request to IFA, and closeout the project grants and loans.

The original IFA loan agreement was executed on May 12, 2011. Due to delays caused by the Federal Energy Regulatory Commission permitting process, the deadline could not be realized, therefore, staff requested and IFA agreed, to extend the completion date to March 1, 2015 and a corresponding agreement termination date of June 1, 2015. Following is a summary of the project funding:

Funding Source	Amount
Infrastructure Finance Authority (forgivable loan)	\$ 87,600
Pacific Corp Blue Sky Grant	\$169,000
Energy Trust of Oregon Grant	\$143,000
Total Funding	\$399,600

Staff also requested a permanent IFA loan in the amount of \$131,400 prior to receiving additional grant funds from the Energy Trust of Oregon. Staff plans to keep this loan available for any potential cost overruns. At this time, it is anticipated that the loan may not be needed as the grant funds received appear to adequately fund the project at the current estimated costs. It is recommended that Council approve the attached IFA amendment #1 to extend deadlines for the Bear Creek Dam Hydroelectric Project.

Director Cook said that after water is filtered, it is put into a 21-inch diameter pipe that is 12 miles long, bringing the water into Astoria. The energy of the flowing water will be captured at the base of the dam. Approximately two million gallons of water flow into the city every day. Captured energy will provide for the power needs of the water treatment facility. It is anticipated there will be excess energy that can be sold back to Pacific Power.

Councilor Herzig noted that some of the funding requires the project to meet this deadline. He asked if Staff was sure the extended completion date could be met. Director Cook said the equipment was currently being constructed. Installation of the equipment is scheduled for November 2014.

City Council Action: Motion made by Councilor Mellin, seconded by Councilor LaMear to approve IFA Amendment #1 to extend deadlines for the Bear Creek Dam Hydroelectric Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(d): Utility Assistance Program (Finance)

Clatsop Community Action (CCA) has been managing the Utility Assistance Program for the City since the program was first implemented in January 2014. At the September 2nd Council meeting Mayor Van Dusen suggested and Council agreed that there should be an administrative transition from CCA to the City for management of the program. Staff worked with CCA to develop program guidelines and adjusted monthly income levels to match the Federal Low Income Home Energy Assistance Program levels increasing the number of residents that can be assisted by the City's Utility Assistance Program. It is recommended that Council consider the guidelines contained in the memo for City Staff to administer the Utility Assistance Program.

City Manager Estes displayed the Federal Poverty Guidelines and the Federal Low Income Home Energy Assistance Program guidelines, noting that the latter allows more residents to be eligible for assistance at a level that is still sustainable under \$10,000. The only change to the program would be that the City of Astoria implement the program and take responsibility for verifying applicant eligibility.

Councilor Herzig said he was glad that eligibility guidelines were changed. The Federal Poverty Guidelines are still pretty austere, but making the program accessible to more people is a move in the right direction. He preferred the trigger mechanism to be a delinquent payment notice rather than the door hanger. The door hanger specifies that a resident may not have time to complete the application before utilities are shut off. He believed this was unnecessarily harsh. Sending a notification with the delinquent payment notice would give residents more time to complete an application and reduce Staff time because fewer door hangers would need to be delivered. He was concerned about the wording on the Authorization for Release of Information form, which is required as part of the application. The form grants the City the authority to collect information from CCA about the applicant, but the phrase "mutually exchange" information may be confusing to some applicants. He requested the language used on the form be clarified. City Manager Estes said Staff could clarify the language and explained that the City is establishing the program to be at the same commensurate levels that CCA uses for their electrical assistance program. If an applicant pre-qualifies for the program at CCA, their information can be transferred to the City so that Staff will not have to do the analysis.

Councilor Herzig requested the form be amended to include the option for an applicant to indicate if they have been pre-qualified by CCA, which could expedite their application. Currently, the form does not clearly indicate the purpose of mutually exchanging information. City Manager Estes said Staff would work on it.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Herzig to adopt the guidelines for Staff to administer the Utility Assistance Program. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(e): City Phone System Upgrade (Finance)

The Cisco software that operates the Voice Over Internet Protocol (VoIP) City phone system has reached this version's end of life. As such, there will be no manufacturer support in the case of system difficulties or failure. The system hardware is also approaching the end of its useful life. iFocus Consulting has indicated that it is not advisable to load new software on hardware that is becoming obsolete. Under the circumstance, iFocus is recommending that the hardware and software upgrade be accomplished in this fiscal year 2014-15.

The pricing is based on the State of Oregon purchasing contract. The cost of this upgrade is as follows:

Cisco Hardware and Software	\$11,958
Installation Services by Technology Integration Group	\$11,950
Installation Services by iFocus	\$ 4,500
Total	\$28,408

There are funds allocated and available in this fiscal year's budget for the Capital Improvement Fund for this project. It is recommended that Council consider authorizing this contract for the upgrade of the City's telephone hardware and software.

City Manager Estes stated phone calls would continue to be answered by a human. In the past, there have been instances where the server that runs the phone system has crashed, disabling the entire phone system. This upgrade will allow Staff to continue to take calls should the server crash again.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to authorize a contract for the upgrade of the City's telephone hardware and software. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(f): Buyout of an Employee's Retirement Insurance (Finance)

In the early 1980s the City entered into an agreement with its employees to provide up to 60 months of post-retirement health insurance for those employees meeting certain date and eligibility requirements. Community Development Planner Rosemary Johnson, who retired effective September 1, 2014, has requested that the City consider buying out her health insurance benefit of 22 months that she is due under the personnel policy. Staff has been discussing an option for a buyout with her. Ms. Johnson certifies that she has adequate health insurance coverage through an alternative program. The current value of the retirement insurance benefit for Ms. Johnson is \$11,516.78. Subject Council approval, staff has been discussing an agreement with Ms. Johnson to take a one-time cash payment of \$5,758.39 in lieu of the 22 months of health insurance. Under this tentative agreement the City's cost is reduced by 50 percent. It is recommended that Council consider accepting this agreement and to allow the City Manager to formalize and sign the necessary documents.

City Manager Estes confirmed precedent had been set as the City agreed to a buyout when Police Officer Decker retired.

Councilor Herzig believed Ms. Johnson was being generous with the City. He proposed that the City use some of the money it saves with this buyout to purchase a brick in the Garden of Surging Waves in her honor. He believed it was good way to memorialize Ms. Johnson as a loyal City employee who is giving the City back half of what it owes her.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Warr to accept the agreement with Rosemary Johnson to take a one-time cash payment of \$5,758.39 in lieu of the 22 months of health insurance and authorize the City Manager to formalize and sign the necessary documents. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen said Staff had to consider the buyout from a business perspective. However, Ms. Johnson has been a great friend, a great employee, and she has earned this. Rosemary Johnson confirmed that she was in favor of the agreement because it will benefit both her and the City. Mayor Van Dusen thanked her for everything she has done.

Item 7(g): Authorization to Purchase Vehicle for Police Department (Police)

Astoria Police have a vehicle in need of replacement this fiscal year. The vehicle is a 2009 Chevy Tahoe with 130,000 miles and is in poor condition. The planned replacement vehicle is a 2015 Chevy 4WD Tahoe Police Package Vehicle (PPV). The vehicle will be assigned to patrol. Staff has researched the Oregon State Purchasing Program and located the vehicle from Suburban Auto Group. The Tahoe 2014 4WD PPV is available for \$32,097.

This item was included in the FY14-15 budget as a lease payment on new public safety vehicle. The Finance Department has budgeted spreading the purchase and set up of vehicles over two years. This amount is included in the adopted budget. A separate authorization will be requested for the set up and equipment for the vehicle. The local vendor was contacted and provided a bid. The bid was \$2,025 higher. It is recommended that City Council approve the purchase of a 2015 Chevy Tahoe 4WD PPV.

Director Cook confirmed for Mayor Van Dusen that the Staff report included the following typographical error: "The Tahoe 2014 **2015** 4WD PPV is available for \$32,097."

City Manager Estes explained for Councilor LaMear that the vehicle would be purchased with a lease-to-own agreement. The City would pay off the vehicle in two years and the first year's payments were included in the FY14-15 budget.

Councilor Herzig confirmed that \$32,097 was just for the vehicle and the set up and equipment would be an additional cost. City Manager Estes noted that this equipment included electronics and monitors necessary to outfit a police vehicle. Authorization for the additional expense, which has also been included in the FY14-15 budget, would be brought to City Council for a separate vote. Chief Johnson added that the equipment also included lights, radios, and partitions for the prisoner compartment.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to approve the purchase of a 2015 Chevy Tahoe 4WD PPV from Suburban Auto Group. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS:

Mayor Van Dusen called for new business and public comments. There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:55 pm to convene the Astoria Development Commission meeting.

EXECUTIVE SESSION:

Immediately following the Astoria Development Commission meeting, the Executive Session was called to order at 8:05 pm.

Item 9(a): ORS 192.660(2)(e) – Real Property Transactions

There being no further business, the Executive Session was adjourned at 8:30 pm.

APPROVED:

City Manager

A special meeting of the Astoria Common Council was held at the above place at the hour of 1:15 pm.

Councilors Present: LaMear, Herzig, Warr, Mellin, Mayor Van Dusen

Councilors Excused: None

Staff Present: City Manager Estes and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REGULAR AGENDA ITEMS:

Item 3(a): ORS 192.660(2)(e) – Real Property Transactions

City Attorney Henningsgaard stated the City received an offer from the Conservatorship of Mary Louise Flavel in an effort to resolve the ongoing disputes concerning the City's enforcement action. Their chief concern is that the \$1.4 million in judgments the City has currently against the properties as liens will impede, and in fact, prevent them from marketing the properties. The Conservatorship has offered to reimburse the City a sum of \$40,000 upon sale of the property in exchange for the City lifting those liens and allowing the properties to be sold. The terms of the agreement to lift the liens is still being negotiated, but he requested that Council grant him the authority to continue negotiations and to accept in principle the idea that the City will lift the liens to allow the buildings to be sold in exchange for \$40,000. The Conservatorship has agreed to immediately list for sale the 15th Street properties and the northern commercial properties. They also agreed to submit all offers to the City for review and comment in order to consider the City's expertise in the sale and eventual rehabilitation of the buildings.

Councilor LaMear said she was delighted that the City would be getting a cash settlement. The Flavel properties were her number one priority when she came into office in 2008, so it was great to see it come this far. It was a big step when the Conservatorship took over from Ms. Flavel. Although the terms still needed to be negotiated, this was a good result, and she was both relieved and excited to now be able to move forward.

Councilor Herzig agreed, adding the City could keep the pressure on, yet give the Conservatorship enough leeway to get the properties on the market. The City will benefit whether the properties sell or not, according to the terms being considered, so it was a good way forward.

Councilor Mellin said it was really exciting to be making progress. The City has pretty much defined what was expected from this agreement and was negotiating with a reasonable entity, so it was good for the City.

Councilor Warr believed this was the first time in a number of years that he felt good about the progress the City was making on bringing the Flavel properties to a resolution, which was very positive.

Mayor Van Dusen commended the City Attorney, City Manager, and Staff on this forward after putting many small steps in place.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr, to authorize the City Attorney to continue negotiations with the Conservatorship of Mary Louise Flavel based on the principle that the City will lift the liens to allow the buildings to be sold in exchange for \$40,000. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

ADJOURNMENT:

There being no further business the special meeting was adjourned at 1:20 pm.

APPROVED:

City Manager



CITY OF ASTORIA

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March 31, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ALLOCATION FOR STREET END GRANT MATCH

DISCUSSION/ANALYSIS

At the Council meeting of September 15, 2014 staff presented a grant proposal in the amount of \$8,353,000 from the Oregon Department of Transportation (ODOT) to replace the street end structures between 6th and 11th Streets along the Riverwalk. A provision of the grant is that the City provide a match of \$857,853.

The preliminary engineering cost for the project is \$2,006,000. The City's match for this phase of the project is \$206,016. The proposal discussed and accepted at the September 15, 2014 Council meeting is that the City would provide \$206,016 from the Promote Astoria Fund (PAF) to initiate the engineering process and that \$103,008 would be repaid to the PAF from Surface Transportation Funds (STP), when STP proceeds are available.

The PAF budget for FY 2014-15 did not anticipate this expenditure. The attached resolution allocates \$206,020 from the Ending Fund Balance of the PAF to Capital Outlay-Improvements Other than Buildings. The \$206,016 amount has been rounded up for accounting purposes.

RECOMMENDATION

It is recommended that Council consider approving the attached resolution that allocates \$206,020 of the Promote Astoria Fund to the Capital Outlay-Improvements Other than Buildings for the purpose of a grant match for engineering design for the street end structures from 6th to 11th Streets.

By: _____


John Snyder, Financial Analyst

Resolution No. 14-

A RESOLUTION MAKING APPROPRIATIONS WITHIN A FUND.

WHEREAS, ORS 294.463, authorizes the City Council to transfer appropriations within a fund and,

WHEREAS, unanticipated expenses on specific line items have been incurred in the listed funds, and

WHEREAS, the City is required to provide a match of \$206,016 for a grant for engineering costs for replacing street end structures from 6th to 11th Streets;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA THAT:

Section 1. \$206,020 is allocated from the Ending Fund Balance of the Promote Astoria Fund to the Capital Outlay-Improvements Other than Buildings line item of the Promote Astoria Fund..

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Commissioner La Mear

 Herzig

 Mellin

 Warr

Mayor Van Dusen



November 7, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION FOR A NIKE, INC. GRANT APPLICATION TO
PROVIDE FITNESS TRACKING FOR ASTORIA PARKS AND
RECREATION WELLNESS CHALLENGE PARTICIPANTS

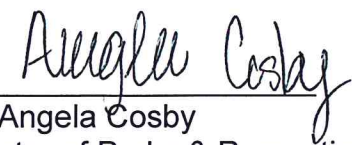
DISCUSSION/ANALYSIS

Nike, Incorporated institutes a grant application process for all product donation requests. Nike supports innovative ways to encourage sport as a means to make positive changes in the world. The annual City of Astoria Wellness Challenge program is a 9 week program that encourages interested individuals to become active and healthy through fitness and nutrition. Individuals pay \$90 to participate and receive health screenings, exercise and nutrition classes with registered dieticians and fitness experts, as well as prize drawings. 2014's Wellness Challenge had 20 participants.

The Parks and Recreation Department is requesting authorization to apply for a Nike product donation of 40 Nike+ Fuelband SEs in the amount of approximately \$3,960. The Fuelbands will allow participants to visibly track their daily steps, track the intensity of their workouts, and enables sleep tracking. It will also allow participants to encourage each other through online forums through Nike+ groups. Astoria Parks and Recreation hopes to receive the grant to encourage even more participation in the Wellness Challenge for 2015.

RECOMMENDATION

It is recommended that City Council approve the application for the Nike Product Donation of 40 Nike+ Fuelband SE's in the amount of \$3,960.

By: 
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA

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COMMUNITY DEVELOPMENT

November 4, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **VACATION OF 1700 BLOCK DUANE STREET**

DISCUSSION/ANALYSIS

On December 2, 2013, the City vacated a portion of the 1700 Block of Duane Street adjacent to the Columbia River Maritime Museum (CRMM) storage area at 1777 Marine Drive to accommodate their use of the area between their buildings and as part of a larger land swap concerning the train station property and the USCG parking area on Duane Street. At that time, there was discussion concerning possible vacation of the remaining west portion of Duane Street that is adjacent to the Maritime Texaco Station property at 1701 Marine Drive and the Moose Lodge at 420 17th Street. However, due to the need to proceed with the CRMM issues without additional delays, the remainder of the Duane Street right of way was not vacated at that time.

Since then, staff has met with representatives of both the Maritime Texaco Station and the Moose Lodge concerning the possible vacation of the portion of Duane Street adjacent to their properties. Both parties are interested in the street vacation and have submitted applications to the City.

This portion of Duane Street is platted 60' wide but due to a previously approved partial street vacation, the existing right-of-way is only 40' wide. The Maritime Texaco Station would acquire a 10' x 100' portion of the street as the previous owners had acquired the 20' x 100' section of the street in the previous vacation in 1944. The Moose Lodge would acquire a 30' x 100' portion of the right-of-way. Staff has reviewed the request and has determined that the area to be vacated does not appear to have any future potential as an access route, but staff believes it would be prudent and in the best interest of the City to reserve easement rights on the vacated area for any existing and/or potential future utilities. The vacated portions of the right-of-way will revert back to the adjacent property owners.

Based on County Assessor's records, staff has calculated the real market land value of properties adjacent to the right-of-way at \$6.12 per square foot. Staff is proposing that an assessment of \$611.89 for Maritime Texaco and \$1835.67 for the Moose Lodge, (this calculates to 10% of the real land value), be considered for the vacation of this portion of the Duane Street right-of-way.

RECOMMENDATION

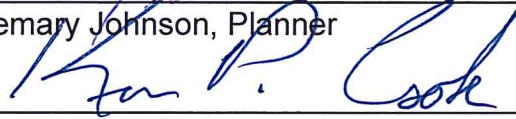
It is recommended that the City Council adopt the attached resolution of intent to hold a public hearing concerning the vacation of a portion of the Duane Street right-of-way.

By:



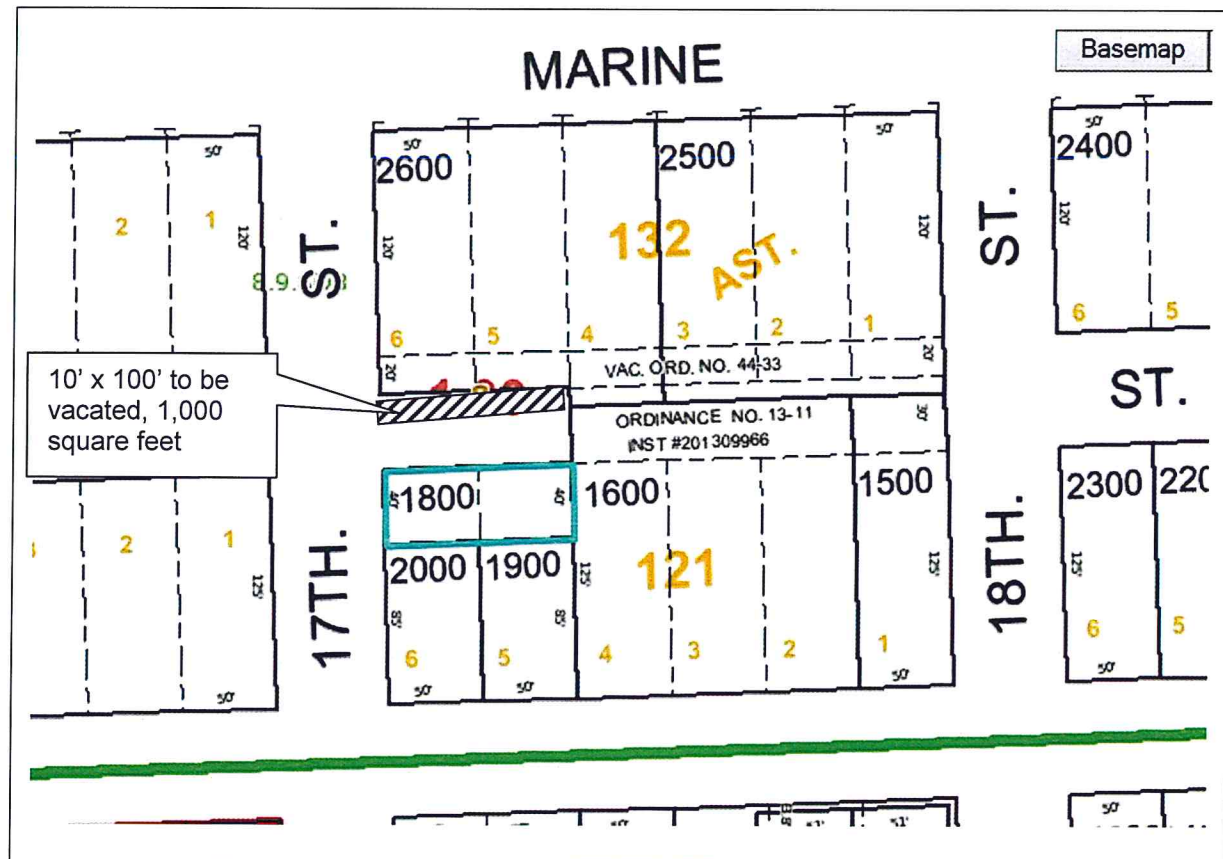
Rosemary Johnson, Planner

Through:



Ken P. Cook, Public Works Director

Street Vacation
1700 Block Duane
Adjacent to 1701 Marine





RESOLUTION NO. 14 - _____

BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF ASTORIA:

SECTION 1 That the City Council has been petitioned for an ordinance and order vacating a portion of a right-of-way as follows:

The remaining 40 foot by 100 foot west portion of the Duane Street right-of-way located in the 1700 Block of Duane Street adjacent to Lots 5 & 6, Block 132, and Lots 5 & 6, Block 121, Shively.

SECTION 2 That it appears that the petition in all respects seems to be valid and in accordance with the Charter and the Astoria Code.

SECTION 3 That a hearing upon said petition is hereby ordered and fixed to be held in the Council Chambers on December 1, 2014 at the hour of 7:00 p.m., at which time any and all objections will be heard, and be it further resolved that notice of such proposed vacation be published in the Daily Astorian of the time and place fixed for such hearing and describing said street to be vacated and said notice provide that oral objections may be made at said public hearing or may be made in writing and filed with the Finance Director at or prior to the time of said hearing.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

ATTEST:

City Manager

Mayor

ROLL CALL ON ADOPTION:

YEA

NAY

ABSENT

Councilor LaMear
 Herzig
 Mellin
 Warr
Mayor Van Dusen



CITY OF ASTORIA
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November 7, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZATION TO SOLICIT PROPOSALS – CSO MONITORS**

DISCUSSION/ANALYSIS

The City of Astoria's Combined Sewer Overflow (CSO) Control Program will continue to control overflows to Youngs Bay and the Columbia River through a series of projects over the next 8 years, as required by the Oregon Department of Environmental Quality (DEQ). CSO work to date has controlled overflows at 24 of the City's 38 combined sewer outfalls. Phase 4 of the 5-phase CSO Program is currently underway with design of the 16th St CSO Separation Project. Phase 4 is scheduled to control 11 outfalls that discharge to the Columbia River.

The City is required by the DEQ to monitor outfalls that have been controlled as a result of CSO projects in order to demonstrate compliance with mandated control requirements. The demonstration of compliance is accomplished through instrumented monitoring of when discharges to outfalls occur and relating any overflows that are observed with corresponding rainfall data. Any overflows that are shown by the data must be explained and justified to the DEQ. If the monitoring instruments continually report inaccurate data or anomalies, the City could potentially be subject to fines and penalties.

Currently, the City performs CSO compliance monitoring using pressure sensor type monitors at the diversion structures that divert flow during storm events to the outfalls. Pressure sensors report the presence and depth of liquid based on the pressure detected by a submerged sensor. This information is recorded on a data logger and transmitted remotely via cell phone transmission to a hosted website. Having the capability to access remote data enables timely response to problems which increases overall data reliability, provides more accurate reporting of CSO's, and reduces staff time and safety risks in managing the system.

Earlier this year the City was notified by AT&T that their 2G cellular data transmission service will be discontinued within 2 years or by the end of 2015. The existing monitors transmit data using 2G cellular service via AT&T, and cannot be upgraded to transmit via

3G/4G or via a different cellular provider. Although the current system of monitoring has been adequate, there are increasing deficiencies which include inconsistent reliability, escalating staff time for maintenance, and circuit board problems.


It is important to replace the monitors that are providing data for the controlled outfalls to meet regulatory requirements, and equally important to invest in monitors for outfalls that have yet to be controlled for scoping of future projects. Proposals will be sought for monitors that have the ability to be upgradable should technology change. The final 14 outfalls are more difficult to characterize within the model and are anticipated to be the most challenging to control. To date there is no monitor data for these the outfalls associated with future projects, so planning efforts are limited. Monitor data will be used to calibrate the hydraulic/hydrologic model and give our technical experts the best information for developing the most cost effective project scope. The investment in monitors and reliable data can reduce the cost of projects later because they can be appropriately scoped with a less conservative approach since the level of uncertainty will be reduced.

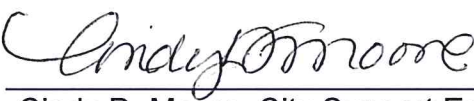
Looking to the future, reliable and accurate monitoring data will provide City staff important information to justify compliance to CSO requirements and potential elimination of monitoring at compliant sites. Reliable data is needed to develop a responsible long-term monitoring program that will be presented to DEQ to clarify the duration for monitoring needs at controlled CSO sites. City staff expects to propose a program that would reduce the level of monitoring at individual outfalls once compliance has been demonstrated.

Currently, 41 new monitors are needed to monitor all of the City's CSO diversion structures since some of the outfalls have more than one diversion structure connected to it. The Request for Proposals also includes 2 spare monitors, 2 flow meters and 3 wireless rain gauge modules that are important equipment for reporting data to DEQ and scoping future projects. The estimated cost of the upgraded flow monitors and accompanying equipment is \$200,000. Funds will be available in the Public Works Improvement Fund for this project.

RECOMMENDATION

It is recommended that Council authorize the solicitation of proposals for CSO monitors including purchase and installation.

Submitted By Ken P. Cook 
Ken P. Cook, Public Works Director

Prepared By: 
Cindy D. Moore, City Support Engineer



CITY OF ASTORIA
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November 14, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: [Signature] BRETT ESTES, CITY MANAGER

SUBJECT: PUBLIC WORKS TRANSFER AND COMBINED SEWER OVERFLOW (CSO) MONITOR ALLOCATION

DISCUSSION/ANALYSIS

The City is under mandate to monitor the flow from the Combined Sewer Overflow (CSO) outfalls now that the overflow has been separated at various locations. The CSO monitoring system has been installed location by location over the past 10 years. The monitoring requires devices that transmit data remotely to a hosted website using cell phone technology. AT&T has provided the cell phone service from the beginning of this function.

City staff has been informed that AT&T is abandoning its 2G service. A second aspect of the situation is that the current technology is obsolete and replacement parts are not available when devices need repair. These two factors have led to a need to replace the current system with updated technology.

Staff is proposing to allocate \$200,000 of resources in the Public Works Improvement Fund (PWIF) to replace the devices of the current system. Council has received a memo explaining this in more detail.

The FY 2014-15 budget anticipated a transfer from the PWF. The specific amount that could be transferred could not be determined until the end of FY 2013-14. \$400,000 is proposed to be transferred to support the requirements of the PWIF. The PWF supports the day-to-day operations and maintenance of the City's Public Works infrastructure. The PWIF is reserved for major capital repair and replacement of that infrastructure, including debt service on long term improvements. Transfers to the PWIF from the PWF have been made over the years in support of the capital needs of the PWIF. The attached resolution transfers \$400,000 of resources from the PWF to the PWIF and allocates \$200,000 of PWIF resources for the purchase of sewer monitoring devices.

RECOMMENDATION

It is recommended that Council consider adopting the attached resolution that would transfer \$400,000 from the Public Works Fund to the Public Works Improvement Fund and allocates \$200,000 for the purchase the CSO monitor devices.

By: _____

[Signature]
John Snyder, Financial Analyst

Resolution No. 14-

A RESOLUTION MAKING APPROPRIATIONS WITHIN A FUND.

WHEREAS, ORS 294.463 authorizes the City Council to transfer appropriations within and between funds and,

WHEREAS, in accordance with ORS 294.326(4), the City Council may make appropriations to accommodate circumstances that were not foreseen at the time the budget was adopted, and

WHEREAS, a requirement for replacing Combined Sewer Overflow (CSO) monitoring devices was unanticipated when the FY 2014-15 budget was proposed,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. \$200,000 is allocated to the Capital Outlay-Machinery and Equipment line item of the Public Works Improvement Fund and,

Section 2. \$400,000 is allocated to Transfers to Other Funds in the Public Works Fund, and,

Section 3. \$400,000 is allocated to Transfers from Other Funds in the Public Works Improvement Fund.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Commissioner La Mear

Herzig

Mellin

Warr

Mayor Van Dusen



CITY OF ASTORIA

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COMMUNITY DEVELOPMENT

November 13, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: TRANSFER OF JOHN WARREN FIELD TO COLUMBIA MEMORIAL HOSPITAL

Background

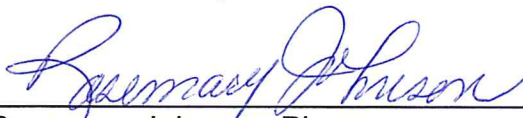
On December 16, 2013, the City entered into a Four Party Agreement with Columbia Memorial Hospital (CMH), Astoria School District, and Recology Western Oregon enabling the construction of the new sports complex at the City's landfill area for the School District, closure of the City's landfill, and transfer of John Warren Field to CMH to facilitate expansion of CMH in that area. Construction of the sports complex was recently completed. The Agreement stipulates that upon satisfactory completion of the sports complex, that the City and School District will transfer ownership of John Warren Field to CMH. The Field is currently owned by the School District but includes a "reversionary clause" that states the property reverts to City ownership if the School District no longer uses the property. Therefore, the deed will include signatures of both the City and School District for the transfer. If the Council approves the transfer of the property, the deed will subsequently be presented to the Astoria School District Board for their consideration. The draft deed has been reviewed by the School District's attorney. In addition to the actual field area, the School District will be transferring ownership of their adjacent property to the west known as the former bus barn area to CHM. The transfer of John Warren Field property is for consideration other than cash as identified in the Agreement and therefore there will be no cash payment to the City for the property.

The attached Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH.

Recommendation

It is recommended that the City Council authorize the Mayor to sign the deed transferring ownership of the property located at 1905 Exchange Street to Columbia Memorial Hospital.

By:



Rosemary Johnson, Planner

SEND TAX STATEMENTS TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria, OR 97103

AFTER RECORDING RETURN TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria, OR 97103

WARRANTY DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The City of Astoria and Astoria School District 1C hereinafter called grantor, conveys to Columbia Lutheran Charities, *dba* Columbia Memorial Hospital an Oregon nonprofit corporation that real property situated in Clatsop County, State of Oregon, described on the attached Exhibit A

Account Nos.: 80908DC 14301 20131; 80908DC 100 22980; 80908DD 6400 23258, 80908DD 1601 23201

Situs Address: 1905 Exchange Street, John Warren Field, Astoria, OR 97103

and covenants the grantor is the owner of the above-described property free of encumbrances, except rights of the public in that portion of the premises lying within streets, roads and highways.

The consideration for this transfer is consideration other than cash. This recital of consideration is true as I verily believe.

Dated this _____ day of _____, 2014

Astoria School District 1C
By: Martin Dursse, Chair

City of Astoria
By: Willis L. Van Dusen, Mayor

STATE OF OREGON)
) ss.
County of Clatsop)

Personally appeared Martin Dursse as Chair, Astoria School District 1C and Willis L. Van Dusen as Mayor, City of Astoria and acknowledged the foregoing instrument to be their voluntary act and deed this _____ day of _____, 2014.

Notary Public for Oregon

EXHIBIT A

PARCEL NO. 11:

Lots 1, 2, 3, 4, 5, and 6, Block 12, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

PARCEL NO.12:

Lots 1, 2, and 3, Block 13, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

PARCEL NO.16:

Lots 1, 2, 10, 11, and 12, Block 111, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

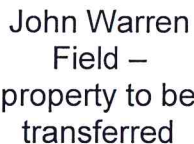
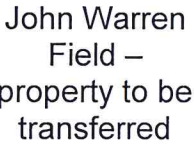
PARCEL NO.18:

Lots 1, 5, 6, 8, 9, 10, 11, and 12, Block 138, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

PARCEL NO.19:

Lots 2, 3, 4, and 7, Block 138, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

• • •





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: November 6, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **2014 STREET END BRIDGE REPAIR PROJECT CONSTRUCTION
CONTRACT AWARD**

DISCUSSION/ANALYSIS

The City of Astoria has six timber street end structures at the north ends of 6th, 7th, 8th, 9th, 10th and 11th Streets that are inspected annually by the Oregon Department of Transportation (ODOT) Bridge Department. ODOT inspects the structures and makes recommendations for repair that will permit the structures to safely remain open. Without the identified repairs, the structures could be recommended for closure to vehicular traffic by ODOT inspectors. ODOT has conducted inspections for 2014 and has made recommendations for repairs on the 6th, 7th, 8th and 9th Street structures.

Most of the structures are currently limited to a 3 ton vehicle load due to their poor condition. The repairs recommended to take place are targeting bridge load limits of 3 tons. The repairs are limited to only what has been deemed essential in order to minimize the expenditure of funds prior to the upcoming planned replacement of the structures.

The City's compliance with the ODOT recommendations has aided the City in obtaining 8.2 million in Federal Bridge replacement funds through the State Transportation Improvement (STIP) program. This is the same program that funds at a 90% level the replacement of the Franklin Avenue Bridge, and the replacement of the Irving Avenue Bridge (currently under construction). It is anticipated that construction of the replacement project would commence during the fall of 2016.

The most recent structure inspections have identified needed repair work at 6th, 7th, 8th and 9th Streets. Staff has solicited quotes for the repair work, and has received two quotes as follows:

Contractor	Total Quote
Bergerson Construction	\$24,862.00
Columbia Dock Works	\$27,535.00

Staff is recommending a project contingency of \$5,000 for additional work that may be required once repairs are under way. Therefore funding for the project is estimated at approximately \$30,000 and is proposed to come from the following sources:

- Promote Astoria Fund \$15,000
- Streets Division, Public Works Fund \$15,000

City Attorney Henningsgaard has reviewed and approved the contract as to form.

Staff will contact affected businesses and the Trolley Association prior to start of construction. The repair work is expected to take approximately 45 days to complete.

RECOMMENDATION

It is recommended that the City Council authorize the award of a contract to Bergerson Construction in the amount of \$24,862 for the 2014 Street End Bridge Repair Project.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



Jeff Harrington, City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Bergerson Construction, Inc., 55 Portway, Astoria, OR 97103 hereinafter called "**CONTRACTOR**" and the **City** of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

60.2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

2014 Street End Bridge Repair

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within 45 calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

60.4.00 - CONTRACT PRICE

The contract price for this project is \$24,862.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

With the consent of the **CONTRACTOR's** surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

60.7.00 - COMPLIANCE

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

CONTRACTOR agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

CONTRACTOR agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR is responsible for obtaining and paying for all necessary permits.

CONTRACTOR shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

CONTRACTOR is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. CONTRACTOR's services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

B. CONTRACTOR acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of **CITY**, shall not be entitled to benefits of any kind to which an employee of the **CITY** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **CITY** for any purpose, **CITY** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from **CITY** or third party) as result of said finding and to the full extent of any payments that **CITY** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

C. The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Astoria, or any partnership or corporation in which a **CITY** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

B. CONTRACTOR's relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first -

tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS 279C.580 are applicable.

C. CONTRACTOR certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

D. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

E. Contractor may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If contractor violates this prohibition, the City will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

60.11.00 - EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

60.12.00 - CANCELLATION FOR CAUSE

CITY may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

60.13.00 - NONWAIVER

The failure of the **CITY** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

60.13.01 - REMEDIES

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;

(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

60.15.00 - CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

60.16.00 - INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY**, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

60.17.00 - WORKERS' COMPENSATION

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS

A. If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

D. The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

60.20.00 - HOURS OF LABOR

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

A For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

D. CONTRACTOR must give notice to employees who work on a public contract in writing,

either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

E. CONTRACTOR will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

CONTRACTOR shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

60.23.00 – PREVAILING WAGE RATE

A. Prevailing Wage Rate. If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHD/PWR/pwr.state.shtml>.

B. Statutory Public Works Bond. **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

C. Certified Payroll Reports. **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **CITY** in conformance with ORS 279C.845. The **CITY** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.

60.24.00 – INSURANCE

A. Commercial General Liability. **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

C. Additional Insured. The liability insurance coverage shall include **CITY** and its officers and employees as Additional Insured but only with respect to **CONTRACTOR'S** activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, **CONTRACTOR** shall furnish a certificate to **CITY** from each insurance company providing insurance showing that the **CITY** is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from **CONTRACTOR** or its insurer(s) to **CITY**. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

60.25.00 - PERFORMANCE AND PAYMENT BOND

The **CONTRACTOR** further agrees to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

60.26.01 - CITY OCCUPATION TAX

Prior to starting work, **Contractor** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **Contractor** shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

60.27.00 - NO THIRD PARTY BENEFICIARIES

This agreement and each and every provision is for the sole benefit of the **CITY** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

APPROVED AS TO FORM:

CITY OF ASTORIA, a municipal of the
State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**



AGENDA

ASTORIA DEVELOPMENT COMMISSION

November 17, 2014
Immediately Follows City Council Meeting
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COMMISSIONERS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Astoria Development Commission requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

(a) ADC Minutes of 10/20/14

6. REGULAR AGENDA ITEMS

(a) Transfer of Exchange Street Residence to Columbia Memorial Hospital (Community Development)

(b) Duane Street Sidewalk Infill Project – Authorization to Award (Public Works)

THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

November 14, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION (ADC)

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ADC MEETING OF NOVEMBER 17, 2014

CONSENT CALENDAR

Item 5(a): ADC Minutes

The minutes of the ADC meeting of October 20, 2014 are enclosed for your review. Unless there are any corrections, it is recommended that the ADC approve these minutes.

REGULAR AGENDA ITEMS

Item 6(a): Transfer of Exchange Street Residence to Columbia Memorial Hospital (Community Development)

In 2008, the Astoria Development Commission (ADC) amended the Astor-East Urban Renewal Plan to authorize the purchase of a residence located at 1829 Exchange Street. The Plan amendment stated that *"The intent of the Development Commission is to acquire the property and hold it for future clearance and redevelopment, either by public or private parties, in conjunction with adjacent properties. . ."*, and on December 15, 2008, the ADC authorized Chairman Van Dusen to sign the purchase agreement to acquire the residence from Clatsop Community College. As an interim use, the City has maintained the building as a low income housing rental since the purchase. The transfer of the residence to Columbia Memorial Hospital (CMH) was included as part of the four-party Agreement enabling the construction of the new sports complex at the City's solid waste disposal area for the School District. The transfer will help facilitate the proposed CMH expansion. The transfer of the property is for consideration other than cash as identified in the Agreement and, therefore, there will be no cash payment to the ADC for the property. A Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. It is recommended that the Astoria Development Commission authorize the Chairman to sign the deed transferring ownership of the property located at 1829 Exchange Street to Columbia Memorial Hospital.

Item 6(b): Duane Street Sidewalk Infill Project – Authorization to Award (Public Works)

At the October 20, 2014 Astoria Development Commission meeting, the Commission authorized Staff to solicit quotes for the Duane Street Sidewalk Infill Project. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk infill and replacement will be completed on 17th Street between Duane Street and Marine Drive. Funding for the Duane Street Sidewalk Infill Project is recommended to come from the Astor-East Urban Renewal District. Staff used the informal Request for Quotes (RFQ) and the following quotes were received:

Contractor	Total Quote
Big River Construction	\$20,832.00
North Pacific Excavation	\$24,768.47
TFT Construction, Inc.	\$29,274.80
Clean Sweep Maintenance	\$29,486.48

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$20,832.00.

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 7:55 pm.

Commissioners Present: Herzig, Warr, LaMear, Mellin, Mayor Van Dusen

Commissioners Excused: None

Staff Present: City Manager Estes, Planner Johnson, Public Works Director Cook, Planner Johnson, Interim Police Chief Johnston, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Library Director Tucker, Support Engineer Moore, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COMMISSIONERS: No reports.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) ADC Minutes of 7/7/14

Commission Action: Motion by Commissioner Warr, seconded by Commissioner LaMear, that the Astoria Development Commission approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

REGULAR AGENDA ITEMS:

Item 6(a): Duane Street Sidewalk Infill Project – Authorization to Bid (Public Works)

The Duane Street Sidewalk Infill Project will improve pedestrian safety and mobility in an area of high pedestrian use. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk on 17th between Duane and Marine will also be replaced.

Most of the project is directly adjacent to City property and is currently served by dirt/vegetated paths or severely deteriorated sidewalk. Construction of new concrete sidewalk in the area will help enhance pedestrian mobility and provide links to many of Astoria's best-known destinations. The project will also improve pedestrian transit routes from the Tongue Point Bus Stop and the Coast Guard Parking Lot.

The proposed project includes 310 feet of new sidewalk and 55 feet of repaired sidewalk. It will also include relocation of the Tongue Point Bus Shelter, two ADA ramps, a new crosswalk, and curb replacement. The construction estimate for the work is \$30,000. Engineering Staff proposes using an informal request for quotes (RFQ) for this project and it is recommended that Astor-East Urban Renewal District funds be utilized. It is recommended that the Astoria Development Commission authorize staff to solicit bids for the Duane Street Sidewalk Infill Project.

City Manager Estes displayed a map of the area, noting where the Armory and Bowpicker were located. He explained that the sidewalk would be along the north side of Duane Street, the west side of 17th Street, and the east side of 17th Street between Astoria Texaco and the Moose Lodge.

Councilor LaMear said a new business would be going in where the cleaners used to be. She believed the business would have access from Duane Street. City Manager Estes confirmed with the owners of this business, who were in the audience, that there would not be any vehicular entrance on Duane Street; however, an entrance to the building would face Duane Street and would be tucked into the bank.

Councilor Herzig believed the presentation on the CSO project given during that night's City Council meeting indicated this area contained human remains. City Manager Estes said the amount of grading necessary to install a sidewalk would be minimal and shallow. Director Cook confirmed that human remains had been located further up the hill. Councilor Herzig understood an area of remains was located close to the downtown area. Planner Johnson stated the Fort Astoria/Fort George Cemetery site is on the southeast corner of the Armory, in the area of 18th and Exchange Streets.

Councilor Herzig asked why this particular area was chosen at this time, noting there were other sidewalks in bad shape. City Manager Estes explained that when the City completed negotiations with the Coast Guard for this area, some improvements were agreed upon. The City will have to take on more projects for the parking lot. Additionally, interest in installing a sidewalk through the area was expressed when the Bowpicker lease was brought to City Council. Funding through the Astor-East Urban Renewal Project allows the City to move forward with this project.

Mayor Van Dusen said the main reason for the project was the agreement with the Coast Guard. He asked how much the City receives from the lease with the Coast Guard. Director Cook believed the City receives \$18,000 per month.

Commission Action: Motion by Commissioner Herzig, seconded by Commissioner Warr, that the Astoria Development Commission authorize staff to solicit bids for the Duane Street Sidewalk Infill Project. Motion carried unanimously. Ayes: Commissioners Warr, LaMear, Herzig and Mellin, and Mayor Van Dusen. Nays: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:01 pm to convene the Executive Session of the City Council meeting.

APPROVED:

City Manager



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

November 13, 2014

TO: ASTORIA DEVELOPMENT COMMISSION

FROM: *BE* BRETT ESTES, CITY MANAGER

SUBJECT: TRANSFER OF EXCHANGE STREET RESIDENCE TO COLUMBIA MEMORIAL HOSPITAL

Background

On November 17, 2008, the Astoria Development Commission (ADC) adopted ADC Resolution 08-04 amending the Astor-East Urban Renewal Plan Section 650.L, Proposed Urban Renewal Projects concerning Site Acquisition, to authorize the purchase of a residence located at 1829 Exchange Street. The Plan amendment stated that *"The intent of the Development Commission is to acquire the property and hold it for future clearance and redevelopment, either by public or private parties, in conjunction with adjacent properties, for the purposes described in Sections 605.A.1. or 2., to meet the Plan objectives stated in Section 400.D.2.e. and k."* These purposes include acquisition of land for development and redevelopment, to act as a catalyst to bring developers and land owners together to diversify employment opportunities, and to create opportunities for new development within the renewal area. At the December 15, 2008 ADC meeting, the Commission authorized Chairman Van Dusen to sign the purchase agreement to acquire the residence from Clatsop Community College.

The transfer of the residence to Columbia Memorial Hospital (CMH) was included as part of the four-party Agreement enabling the construction of the new sports complex at the City's solid waste disposal area for the School District. The transfer will help facilitate the proposed CMH expansion. The transfer of the property is for consideration other than cash as identified in the Agreement and therefore there will be no cash payment to the ADC for the property.

The attached Warranty Deed has been prepared by City Attorney Blair Henningsgaard for transfer of the property to CMH. As an interim use, the ADC has maintained the building as a low income housing rental since the purchase. CMH CEO Erik Thorsen has indicated that they will continue renting to low income for approximately one year and not displace the tenant.

Recommendation

It is recommended that the Astoria Development Commission authorize the Chairman to sign the deed transferring ownership of the property located at 1829 Exchange Street to Columbia Memorial Hospital.

By:

Rosemary Johnson

Rosemary Johnson, Planner

SEND TAX STATEMENTS TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria OR 97103

AFTER RECORDING RETURN TO:
Columbia Memorial Hospital
2111 Exchange St, Astoria OR 97103

WARRANTY DEED

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Astor-East Urban Renewal District hereinafter called grantor, conveys to Columbia Lutheran Charities, dba Columbia Memorial Hospital an Oregon nonprofit public benefit corporation all that real property situated in Clatsop County, State of Oregon, described as:

The North 75 feet of Lot 5, Block 111, all in the Town (now City) of Astoria, as laid out and recorded by John M. Shively and later established by Decree of the Circuit Court of the State of Oregon for Clatsop County, in the City of Astoria, County of Clatsop, State of Oregon.

Assessor's Account No.: 80908DC 14500

Situs Address: 1829 Exchange St, Astoria OR 97103

and covenants that grantor is the owner of the above-described property free of encumbrances, except 1) Rights of the public in that portion of the premises lying within streets, roads and highways; and 2) An Easement created by instrument, including the terms and provisions thereof, in favor of the City of Astoria dated January 20, 1931 and recorded January 30, 1931 in Book 129, Page 498 in Clatsop County Deed Records.

The consideration for this transfer is consideration other than cash. This recital of consideration is true as I verily believe.

Dated this _____ day of _____, 2014

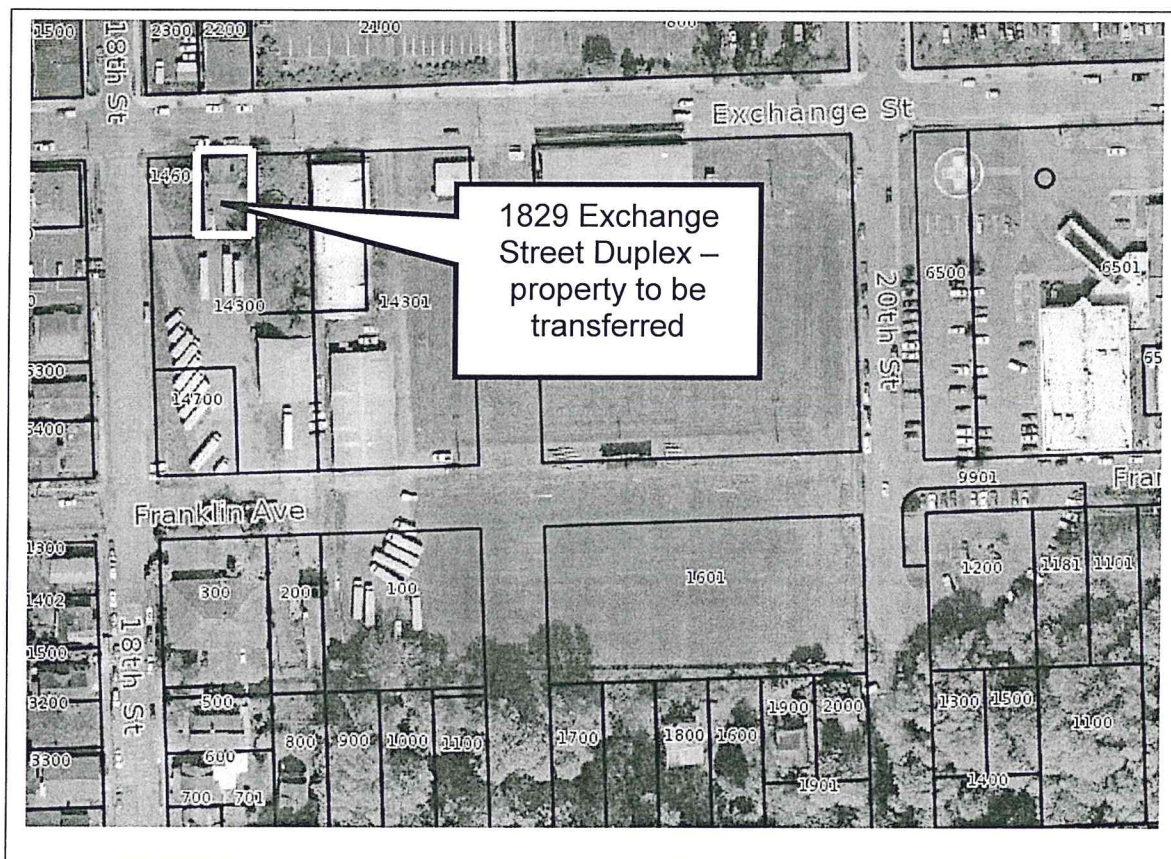
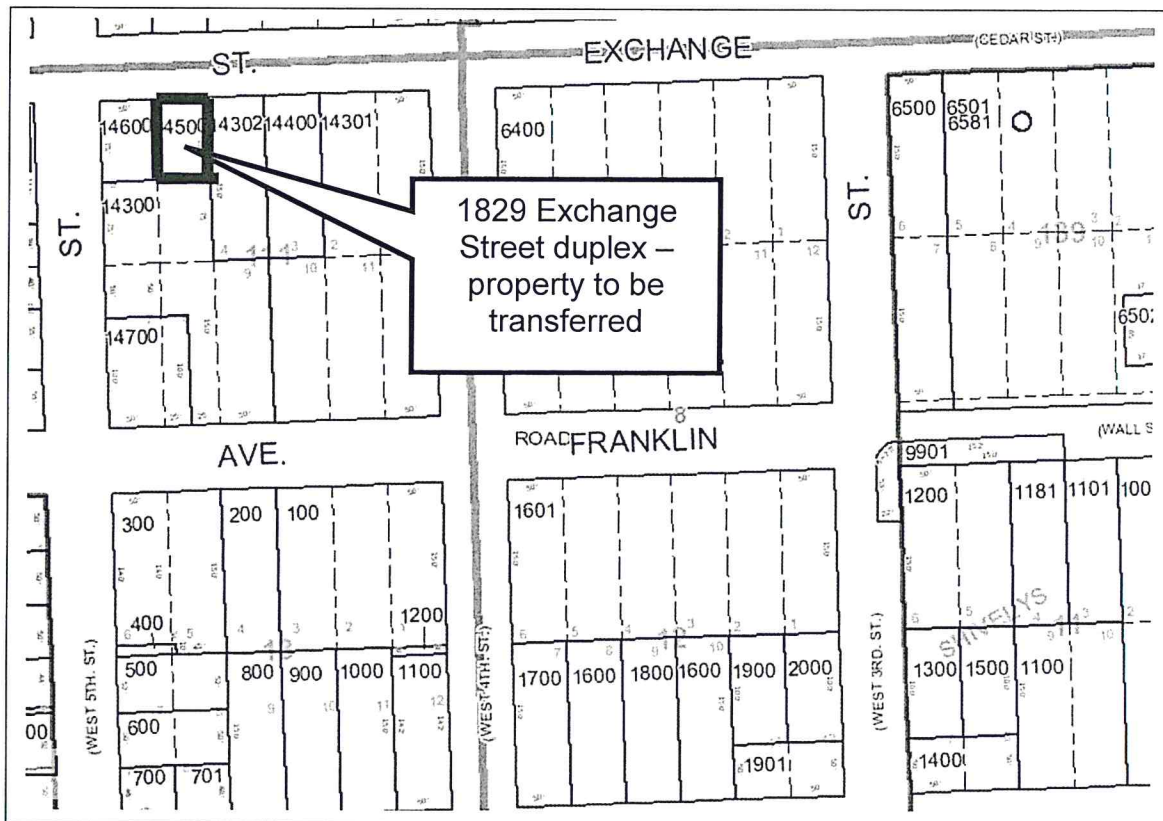
Astor-East Urban Renewal District
By Willis L. Van Dusen, Chair

STATE OF OREGON)
) ss.
County of Clatsop)

Personally appeared Willis L Van Dusen, Chair of the Astoria Development Commission and acknowledged this instrument to be his voluntary act and deed this _____ day of _____, 2014.

Notary Public for Oregon

Transfer of 1829 Exchange Street Duplex to Columbia Memorial Hospital





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

November 4, 2014

MEMORANDUM

TO: ASTORIA DEVELOPMENT COMMISSION

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **DUANE STREET SIDEWALK INFILL PROJECT – AUTHORIZATION TO AWARD**

DISCUSSION/ANALYSIS

At the October 20, 2014 Astoria Development Commission meeting, the Commission authorized Staff to solicit quotes for the Duane Street Sidewalk Infill Project. The project will improve pedestrian safety and mobility in an area of heavy pedestrian use by the U.S. Coast Guard, Job Corps students, and citizens who are going to establishments in the area. The project will provide sidewalk, transit, and ADA improvements on the north side of Duane Street between 16th and 17th Street. Several smaller areas of sidewalk infill and replacement will be completed on 17th Street between Duane Street and Marine Drive.

The project includes 310 feet of new sidewalk and 55 feet of repaired sidewalk. It will also include relocation of the Tongue Point Bus Shelter, 2 ADA ramps, a new crosswalk, and curb replacement. Staff used the informal Request for Quotes (RFQ) process since the project was estimated to cost less than \$100,000. The following competitive quotes were received:

Contractor	Total Quote
Big River Construction	\$20,832.00
North Pacific Excavation	\$24,768.47
TFT Construction, Inc.	\$29,274.80
Clean Sweep Maintenance	\$29,486.48

Funding for the Duane Street Sidewalk Infill Project is recommended to come from the Astor-East Urban Renewal District. Section 650.N "Public Open Spaces" of the Astor-East Urban Renewal District Plan includes landscaping, sidewalk, and surface treatment improvements as approved activities that can be funded by the Development Commission.

RECOMMENDATION

It is recommended that the Astoria Development Commission authorize award of a construction contract to Big River Construction in the amount of \$20,832.00 for the Duane Street Sidewalk Infill Project.

Submitted By


Ken P. Cook, Public Works Director

Prepared By


Nathan Crater, Assistant City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between Big River Construction, Inc., 1050 Olney Avenue, Astoria, OR 97103, hereinafter called "**CONTRACTOR**" and the Astoria Development Commission, hereinafter called "**COMMISSION**," acting on behalf of the Astor West Urban Renewal District, an Oregon urban renewal agency, hereinafter called "**DISTRICT**."

WITNESSETH:

That the said **CONTRACTOR** and the **DISTRICT**, for the consideration hereinafter named agree as follows:

60.2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

Duane St. Sidewalk Infill Project

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

60.3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the work under this contract shall be performed within **30** calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

60.4.00 - CONTRACT PRICE

The contract price for this project is \$20,832.00. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

60.5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **COMMISSION** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

60.6.00 - CHANGES IN WORK

With the consent of the **CONTRACTOR's** surety, the **COMMISSION** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

- A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,
- B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **COMMISSION**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **COMMISSION**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

60.7.00 - COMPLIANCE

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **DISTRICT** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

CONTRACTOR agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Astoria City Engineer and the **COMMISSION**.

CONTRACTOR agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

CONTRACTOR agrees to hold the **DISTRICT** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES

CONTRACTOR is responsible for obtaining and paying for all necessary permits.

CONTRACTOR shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

CONTRACTOR is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. **CONTRACTOR's** services shall be provided under the general supervision of the **DISTRICT'S** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

B. **CONTRACTOR** acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of the **DISTRICT**, shall not be entitled to benefits of any kind to which an employee of the **DISTRICT** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **DISTRICT** for any purpose, the **DISTRICT** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from the **DISTRICT** or third party) as result of said finding and to the full extent of any payments that the **DISTRICT** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

C. The undersigned **CONTRACTOR** hereby represents that no employee of the **DISTRICT**, or any partnership or corporation in which a **DISTRICT** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. **CONTRACTOR** shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **COMMISSION** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and the **DISTRICT**.

B. **CONTRACTOR's** relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first - tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS279C.580 are applicable.

C. CONTRACTOR certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

D. Assignment or Transfer Restricted. The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **COMMISSION's** prior written consent. Unless otherwise agreed by the **COMMISSION** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions of the contract. If the **COMMISSION** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **COMMISSION** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **COMMISSION** otherwise agrees in writing.

E. CONTRACTOR certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

60.11.00 - EARLY TERMINATION

A. This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **DISTRICT** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **DISTRICT** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or the **DISTRICT** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

60.12.00 - CANCELLATION FOR CAUSE

COMMISSION may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

60.13.00 - NONWAIVER

The failure of the **DISTRICT** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

60.13.01 - REMEDIES

Consequences for **CONTRACTOR's** failure to perform the scope of work identified in the invitation to bid or the **CONTRACTOR's** failure to meet established performance standards may include, but are not limited to:

- (A) Reducing or withholding payment;
- (B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or
- (C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.
- (D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

60.14.00 - SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

60.15.00 - CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

60.16.00 - INDEMNIFICATION

The **CONTRACTOR** agrees to indemnify and to hold harmless the City of Astoria and the **DISTRICT**, their officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **DISTRICT**, the City of Astoria, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

60.17.00 - WORKERS' COMPENSATION

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS

A. If the **CONTRACTOR** fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the **CONTRACTOR** or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the **CONTRACTOR** by reason of such contract.

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

D. The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

60.20.00 - HOURS OF LABOR

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

A. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

D. **CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

E. **CONTRACTOR** will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

60.21.00 - PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such **CONTRACTOR**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

60.22.00 - DRUG TESTING PROGRAM

CONTRACTOR shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

60.23.00 – PREVAILING WAGE RATE

A. **Prevailing Wage Rate.** If this contract is subject to both ORS 279C.800 to ORS 279C.870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHD/PWR/pwr.state.shtml>.

B. **Statutory Public Works Bond.** **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction

Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

C. Certified Payroll Reports. **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **COMMISSION** in conformance with ORS 279C.845. The **DISTRICT** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.

60.24.00 – INSURANCE

A. Commercial General Liability. **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Automobile Liability. Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

C. Additional Insured. The liability insurance coverage shall include the City of Astoria, the **DISTRICT** and their officers and employees as Additional Insured but only with respect to **CONTRACTOR'S** activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, **CONTRACTOR** shall furnish a certificate to **COMMISSION** from each insurance company providing insurance showing that the City of Astoria and **DISTRICT** are an additional insureds, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from **CONTRACTOR** or its insurer(s) to **COMMISSION**. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

60.25.00 - PERFORMANCE AND PAYMENT BOND

The **CONTRACTOR** is not required to furnish a performance or payment bond for this project.

60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

60.26.01 - CITY OCCUPATION TAX

Prior to starting work, **CONTRACTOR** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **CONTRACTOR** shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

60.27.00 - NO THIRD PARTY BENEFICIARIES

This agreement and each and every provision is for the sole benefit of the **DISTRICT** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

APPROVED AS TO FORM:



Digitally signed by
cn=com.apple.idms.appleid.prd.49317566476d4a38677541445
4454d59324e744d354e773d3d
DN:
cn=com.apple.idms.appleid.prd.49317566476d4a38677541
4454d59324e744d354e773d3d
Date: 2014.11.05 09:53:18 -0800

District Attorney

ASTORIA WEST URBAN RENEWAL DISTRICT,

BY: _____
Chair, Astoria Development Commission, Date

ATTEST:

Contractor Date

Manager Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

DUANE STREET SIDEWALK INFILL PROJECT REQUEST FOR QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to construct approximately 270 SY of new sidewalk. It will also include relocation of the Tongue Point Bus Shelter, 2 new ADA ramps, curb replacement and a new crosswalk. See the attached project plans and scope below for details.

Scope of work

- **Mobilization** - This lump sum item includes mobilization and demobilization of personnel and equipment from the site. It shall include insurance, temporary facilities, traffic control, erosion control, and project administration costs. Traffic control includes labor, materials and equipment necessary to safely control traffic in the work zone. Temporary parking and street closures will be permitted upon request. Erosion control includes BMPs necessary to prevent turbid runoff from leaving the site.
- **Sawcut Asphalt/Concrete** – This per foot item includes all labor, equipment and materials necessary to sawcut in both asphalt and concrete.
- **Demo Existing Concrete** – This lump sum item includes all labor, equipment and materials necessary to demo existing concrete sidewalk, curb and a utility pole foundation. This item includes hauling and disposal of the materials removed.
- **Clearing & Rough Grading** – This lump sum item includes all labor, equipment and materials necessary to clear and rough grade the project area in preparation for sidewalk construction. This item includes excavation and fill required to bring the project site to the proper grades.
- **¾"-0" Crushed Base and Shoulder Rock** – This per ton item includes all labor, equipment and material necessary to place and compact base rock and shoulder rock under and adjacent to the new sidewalk. Base rock shall be a minimum of 3" thick under all concrete surfaces. Shoulder rock shall be placed and compacted 1 foot behind the new sidewalk, unless directed otherwise by the City Engineer.
- **Concrete Sidewalk** – This per square yard item shall be considered full compensation for all labor, materials and equipment required to provide all concrete, expansion/contraction joints, control joints, testing, curing, backfilling with topsoil and seeding/fertilizing areas adjacent to the new sidewalk.
- **Type C Concrete Curb** – The per foot item includes all labor, equipment and materials to construct new Type C concrete curb as indicated in the plans. New curb will need to be dowelled into the existing adjacent curb (2 - #4 bars at each connection location).

- **ADA Ramp**– This per each item includes all labor, equipment and material to construct new ADA ramps, with brick red truncated domes, as indicated on the plans.
- **Reinforced Bus Shelter Slab** – This per square yard item shall be considered full compensation for all labor, materials and equipment required to provide all concrete, expansion/contraction joints, control joints, testing, curing, and reinforcement necessary to construct a 12 inch thick foundation for the Tongue Point bus shelter. Reinforcement will consist of #5 bars placed 12 inches on center, both directions.
- **Relocate Existing Bus Shelter** – This lump sum item includes all labor, equipment and materials necessary to remove the existing bus shelter at the northeast corner of 16th and Duane St. and relocate it as indicated on the project plans. This item also includes relocation of the two bus shelter benches and the adjacent trash receptacle.
- **Adjust Existing SSMH Cover** – This per each item includes all labor, equipment and materials necessary to adjust the existing manhole cover to the grades required for construction of the new ADA ramp.
- **Crosswalk** – This lump sum item includes all labor, equipment and materials necessary to construct a new continental crosswalk as indicated on the project plans. The crosswalk shall be thermoplastic and be located such that most traffic avoids the new striping.

#	Item Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 1,575.00	\$ 1,575.00
2	Sawcut Asphalt/Concrete	90	LF	\$ 7.00	\$ 630.00
3	Demo Existing Concrete	1	LS	\$ 600.00	\$ 600.00
4	Clearing & Rough Grading	1	LS	\$ 525.00	\$ 525.00
5	¾"-0" Crushed Base and Shoulder Rock	90	Ton	\$ 25.00	\$ 2,250.00
6	Concrete Sidewalk	270	SY	\$ 35.00	\$ 9,450.00
7	Type C Concrete Curb	70	LF	\$ 17.00	\$ 1,190.00
8	ADA Ramp	2	EA	\$ 427.00	\$ 854.00
9	Reinforced Bus Shelter Slab	23	SY	\$ 86.00	\$ 1,978.00
10	Relocate Existing Bus Shelter	1	LS	\$ 600.00	\$ 600.00
11	Adjust Existing SSMH Cover	1	EA	\$ 180.00	\$ 180.00
12	Crosswalk	1	LS	\$ 1,000.00	\$ 1,000.00
Total Quote					\$ 20,832.00

The Bowpicker Boat and access stairs will be temporarily relocated prior to the start of construction. Please coordinate construction activity to accommodate the owner's schedule.

Please review the attached project plans and sample City contract. The City will execute this contract with the selected Contractor. Contractor shall read and comply with the attached documents before finalizing a quote.


Quotes are due November 4, 2014 by 2:00 p.m. Please send sealed quotes to:

City of Astoria Engineering Division
Attn: Nathan Crater, PE
1095 Duane St
Astoria, OR 97103

Fax and emailed quotes will be accepted for this project, but require confirmation of receipt. All work and material shall meet APWA and City of Astoria Standards and Specifications. The project will need to be completed 30 days after notice-to-proceed.

Total Quote: \$ 20,932.00

11-4-14
DATE SIGNED

BIG RIVER CONSTRUCTION, INC.
OFFEROR
 Vice President
SIGNED (NAME AND TITLE)
1050 OLNEY AVE.
MAILING ADDRESS
ASTORIA, OR 97103
CITY, STATE, AND ZIP CODE
PHONE NUMBER: (503) 332-3878
CORPORATION: ☒ YES ☐ NO
IF NO, TAX ID NUMBER OR SOCIAL
SECURITY NUMBER: _____
CONTRACTOR BOARD NO. 147632